

**LAW OFFICES OF DALE K. GALIPO**

Dale K. Galipo (SBN 144074)  
dalekgalipo@yahoo.com  
Benjamin S. Levine (SBN 342060)  
blevine@galipolaw.com  
21800 Burbank Boulevard, Suite 310  
Woodland Hills, California, 91367  
Tel.: (818) 347-3333 | Fax: (818) 347-4118

**LESSEM, NEWSTAT & TOOSON, LLP**

Jeremy I. Lessem (SBN 213406)  
jeremy@lnlegal.com  
3450 Cahuenga Blvd., Unit 102  
Los Angeles, CA 90068  
Tel.: (818) 582-3087 | Fax: (818) 484-3087  
*Attorneys for Plaintiffs*

Tomas A. Guterres, Esq. (State Bar No. 152729)  
Chandler A. Parker, Esq. (State Bar No. 334008)

**COLLINS + COLLINS LLP**

790 E. Colorado Boulevard, Suite 600  
Pasadena, CA 91101  
(626) 243-1100 – FAX (626) 243-1111  
Email: tguterres@ccllp.law  
Email: cparker@ccllp.law

*Attorneys for Defendant County of Los Angeles*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

MASOUMEH MOTEVALLI  
ALAMOUTI, individually and as  
successor-in-interest to Masoud  
Rahmati, deceased; and MOSHEN  
RAHMATI, individually,

Plaintiffs,

v.

COUNTY OF LOS ANGELES; and  
DOES 1 through 10, inclusive,

Defendants.

Case No. 2:24-cv-05560-MWC-JC

*District Judge Michelle Williams Court  
Magistrate Judge Jacqueline Chooljian*

**STIPULATED PROTECTIVE  
ORDER**

**[CHANGES MADE BY COURT TO  
PARAGRAPHS 3, 8, 9]**

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
12 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15 **B. GOOD CAUSE STATEMENT**

16 This action involves the in-custody death of Masoud Rahmati in Los  
17 Angeles's Men's Central Jail, operated by the Los Angeles County Sheriff's  
18 Department, on June 13, 2023. As explained below, this action requires the  
19 production of materials protected by California Evidence Code section 1040,  
20 California Code of Civil Procedure section 129, California Penal Code sections  
21 632, 832.7 and 832.8, the official information privilege or other state or federal  
22 statutes, court rules, case decisions, or common law prohibiting dissemination and  
23 disclosure. Specifically, Defendants believe that a protective order will be  
24 necessary in connection with the production of video surveillance footage from  
25 the bathroom/shower areas of the jail. As a result, this footage may show third  
26 party inmates in various stages of undress. Additionally, Defendants believe a  
27 protective order may be necessary when producing confidential personnel and  
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1 training records of the individually named Deputies. These records qualify as  
2 personnel records under California Penal Code section 832.8.

3 Accordingly, to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately  
5 protect information the parties are entitled to keep confidential, to ensure that the  
6 parties are permitted reasonable necessary uses of such material in preparation for  
7 and in the conduct of trial, to address their handling at the end of the litigation,  
8 and serve the ends of justice, a protective order for such information is justified in  
9 this matter. It is the intent of the parties that information will not be designated as  
10 confidential for tactical reasons and that nothing be so designated without a good  
11 faith belief that it has been maintained in a confidential, non-public manner, and  
12 there is good cause why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: This pending federal lawsuit.

15 2.2 Challenging Party: A Party or Non-Party that challenges the  
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information  
24 or items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information,  
27 regardless of the medium or manner in which it is generated, stored, or maintained  
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1 (including, among other things, testimony, transcripts, and tangible things), that  
2 are produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a  
4 matter pertinent to the litigation who has been retained by a Party or its counsel to  
5 serve as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,  
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a  
12 party to this Action but are retained to represent or advise a party to this Action  
13 and have appeared in this Action on behalf of that party or are affiliated with a law  
14 firm which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and  
17 their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation  
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
22 or demonstrations, and organizing, storing, or retrieving data in any form or  
23 medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.  
28

1     **3. SCOPE**

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material  
7 other than during a court hearing or at trial.

8             Any use of Protected Material during a court hearing or at trial shall be  
9 governed by the orders of the presiding judge. This Order does not govern the use  
10 of Protected Material during a court hearing or at trial.

11     **4. DURATION**

12             Once a case proceeds to trial, all of the information that was designated as  
13 confidential or maintained pursuant to this protective order becomes public and  
14 will be presumptively available to all members of the public, including the press,  
15 unless compelling reasons supported by specific factual findings to proceed  
16 otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
17 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)  
18 (distinguishing “good cause” showing for sealing documents produced in  
19 discovery from “compelling reasons” standard when merits-related documents are  
20 part of court record). Accordingly, the terms of this protective order do not extend  
21 beyond the commencement of the trial.

22     **5. DESIGNATING PROTECTED MATERIAL**

23             5.1     Exercise of Restraint and Care in Designating Material for  
24 Protection. Each Party or Non-Party that designates information or items for  
25 protection under this Order must take care to limit any such designation to specific  
26 material that qualifies under the appropriate standards. The Designating Party  
27 must designate for protection only those parts of material, documents, items, or  
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1 oral or written communications that qualify so that other portions of the material,  
2 documents, items, or communications for which protection is not warranted are  
3 not swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited.  
5 Designations that are shown to be clearly unjustified or that have been made for  
6 an improper purpose (e.g., to unnecessarily encumber the case development  
7 process or to impose unnecessary expenses and burdens on other parties) may  
8 expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that  
10 it designated for protection do not qualify for protection, that Designating Party  
11 must promptly notify all other Parties that it is withdrawing the inapplicable  
12 designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided  
14 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
16 protection under this Order must be clearly so designated before the material is  
17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or  
20 electronic documents, but excluding transcripts of depositions or other pretrial or  
21 trial proceedings), that the Producing Party affix at a minimum, the legend  
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
23 contains protected material. If only a portion or portions of the material on a page  
24 qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).  
26 Whenever possible, the "CONFIDENTIAL legend" should be placed in the  
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1 margins of the designated document. The “CONFIDENTIAL legend” should not  
2 obscure the contents of the document or material. (*See* Local Rule 11-3.1.)

3 A Party or Non-Party that makes original documents available for  
4 inspection need not designate them for protection until after the inspecting Party  
5 has indicated which documents it would like copied and produced. During the  
6 inspection and before the designation, all of the material made available for  
7 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
8 identified the documents it wants copied and produced, the Producing Party must  
9 determine which documents, or portions thereof, qualify for protection under this  
10 Order. Then, before producing the specified documents, the Producing Party must  
11 affix the “CONFIDENTIAL legend” to each page that contains Protected  
12 Material. If only a portion or portions of the material on a page qualifies for  
13 protection, the Producing Party also must clearly identify the protected portion(s)  
14 (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party  
16 identify the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than  
19 documentary and for any other tangible items, that the Producing Party affix in a  
20 prominent place on the exterior of the container or containers in which the  
21 information is stored the legend “CONFIDENTIAL.” If only a portion or portions  
22 of the information warrants protection, the Producing Party, to the extent  
23 practicable, shall identify the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such  
27 material. Upon timely correction of a designation, the Receiving Party must make  
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1 reasonable efforts to assure that the material is treated in accordance with the  
2 provisions of this Order.

3 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be  
10 on the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

18 7.1 Basic Principles. A Receiving Party may use Protected Material that  
19 is disclosed or produced by another Party or by a Non-Party in connection with  
20 this Action only for prosecuting, defending, or attempting to settle this Action.  
21 Such Protected Material may be disclosed only to the categories of persons and  
22 under the conditions described in this Order. When the Action has been  
23 terminated, a Receiving Party must comply with the provisions of section 13  
24 below (FINAL DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.  
28



1           7.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5                   (a)    the Receiving Party’s Outside Counsel of Record in this  
6 Action, as well as employees of said Outside Counsel of Record to whom it is  
7 reasonably necessary to disclose the information for this Action;

8                   (b)    the officers, directors, and employees (including House  
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
10 this Action;

11                  (c)    Experts (as defined in this Order) of the Receiving Party to  
12 whom disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14                  (d)    the court and its personnel;

15                  (e)    court reporters and their staff;

16                  (f)    professional jury or trial consultants, mock jurors, and  
17 Professional Vendors to whom disclosure is reasonably necessary for this Action  
18 and who have signed the “Acknowledgment and Agreement to Be Bound”  
19 (Exhibit A);

20                  (g)    the author or recipient of a document containing the  
21 information or a custodian or other person who otherwise possessed or knew the  
22 information;

23                  (h)    during their depositions, witnesses, and attorneys for  
24 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)  
25 the deposing party requests that the witness sign the form attached as Exhibit 1  
26 hereto; and (2) they will not be permitted to keep any confidential information  
27 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
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1 A), unless otherwise agreed by the Designating Party or ordered by the court.  
2 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
3 Protected Material may be separately bound by the court reporter and may not be  
4 disclosed to anyone except as permitted under this Stipulated Protective Order;  
5 and

6 (i) any mediator or settlement officer, and their supporting  
7 personnel, mutually agreed upon by any of the parties engaged in settlement  
8 discussions.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other  
12 litigation that compels disclosure of any information or items designated in this  
13 Action as “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such  
15 notification shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena  
17 or order to issue in the other litigation that some or all of the material covered by  
18 the subpoena or order is subject to this Protective Order. Such notification shall  
19 include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to  
21 be pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served  
23 with the subpoena or court order shall not produce any information designated in  
24 this action as “CONFIDENTIAL” before a determination by the court from which  
25 the subpoena or order issued, unless the Party has obtained the Designating  
26 Party’s permission or unless otherwise required by the law or court order. The  
27 Designating Party shall bear the burden and expense of seeking protection in that  
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1 court of its confidential material and nothing in these provisions should be  
2 construed as authorizing or encouraging a Receiving Party in this Action to  
3 disobey a lawful directive from another court.

4 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a  
7 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
8 information produced by Non-Parties in connection with this litigation is protected  
9 by the remedies and relief provided by this Order. Nothing in these provisions  
10 should be construed as prohibiting a Non-Party from seeking additional  
11 protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-  
17 Party that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a  
21 reasonably specific description of the information requested; and

22 (3) make the information requested available for inspection by  
23 the Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court within  
25 14 days of receiving the notice and accompanying information, the Receiving  
26 Party may produce the Non-Party's confidential information responsive to the  
27 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
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1 Party shall not produce any information in its possession or control that is subject  
2 to the confidentiality agreement with the Non-Party before a determination by the  
3 court unless otherwise required by the law or court order. Absent a court order to  
4 the contrary, the Non-Party shall bear the burden and expense of seeking  
5 protection in this court of its Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has  
8 disclosed Protected Material to any person or in any circumstance not authorized  
9 under this Stipulated Protective Order, the Receiving Party must immediately  
10 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use  
11 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
12 inform the person or persons to whom unauthorized disclosures were made of all  
13 the terms of this Order, and (d) request such person or persons to execute the  
14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
15 A.

16 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
17 **OTHERWISE PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other  
20 protection, the obligations of the Receiving Parties are those set forth in Federal  
21 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
22 whatever procedure may be established in an e-discovery order that provides for  
23 production without prior privilege review. Pursuant to Federal Rule of Evidence  
24 502(d) and (e), insofar as the parties reach an agreement on the effect of  
25 disclosure of a communication or information covered by the attorney-client  
26 privilege or work product protection, the parties may incorporate their agreement  
27 in the stipulated protective order submitted to the court.  
28

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
3 any person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in  
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
8 any ground to use in evidence of any of the material covered by this Protective  
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any  
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
12 may only be filed under seal pursuant to a court order authorizing the sealing of  
13 the specific Protected Material at issue. If a Party's request to file Protected  
14 Material under seal is denied by the court, then the Receiving Party may file the  
15 information in the public record unless otherwise instructed by the court.

16 **13. FINAL DISPOSITION**

17 After the final disposition of this Action, as defined in paragraph 4, within  
18 60 days of a written request by the Designating Party, each Receiving Party must  
19 return all Protected Material to the Producing Party or destroy such material. As  
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
21 compilations, summaries, and any other format reproducing or capturing any of  
22 the Protected Material. Whether the Protected Material is returned or destroyed,  
23 the Receiving Party must submit a written certification to the Producing Party  
24 (and, if not the same person or entity, to the Designating Party) by the 60 day  
25 deadline that (1) identifies (by category, where appropriate) all the Protected  
26 Material that was returned or destroyed and (2) affirms that the Receiving Party  
27 has not retained any copies, abstracts, compilations, summaries or any other  
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format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: February 19, 2025

**LAW OFFICES OF DALE K. GALIPO**

By: /s/ Benjamin S. Levine  
DALE K. GALIPO  
BENJAMIN S. LEVINE<sup>1</sup>  
*Attorneys for Plaintiffs*

Dated: February 19, 2025

**COLLINS + COLLINS LLP**

By: /s/ Chandler A. Parker  
TOMAS A. GUTERRES  
CHANDLER A. PARKER  
*Attorneys for Defendant*  
*County of Los Angeles*

<sup>1</sup> Pursuant to Local Rule 5-4.3.4, as the filer of this document, I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

1  
2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.  
3

4 DATED: February 19, 2025

/s/

Honorable Jacqueline Chooljian  
United States Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under  
penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the  
Central District of California on February 19, 2025 in the case of *Masoumeh  
Motevalli Alamouti et al. v. County of Los Angeles*, Case No.: 2:24-cv-05560-  
MWC-JC. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item  
that is subject to this Stipulated Protective Order to any person or entity except in  
strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process  
in connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_